

**UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF NEW YORK**

LEA REICH, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

**MIDLAND CREDIT MANAGEMENT, INC.,
MIDLAND FUNDING, LLC and
ENCORE CAPITAL GROUP, INC.,**

Defendants.

**Civil Action No.:
1:15-cv-07195-JG-RML**

**AFFIDAVIT OF ANGEL NAYMAN IN SUPPORT OF MIDLAND'S
MOTION TO COMPEL ARBITRATION**

BEFORE ME, the undersigned authority, personally appeared the herein
named Affiant, who, being by me duly sworn, deposed as follows:

1. I, the below-signed Affiant, am an adult citizen of the United
States of America.

2. This Affidavit is made on behalf of non-party Synchrony Bank,
formerly known as GE Capital Retail Bank ("Synchrony"). Synchrony is a
federal savings bank with its charter home office in Draper, Utah.

3. I am employed by Synchrony, as Lead Litigation Analyst. My
responsibilities include regularly accessing Synchrony's cardholder records and
helping to maintain and compile histories of credit card agreements. I also
review and analyze account records and transaction histories including
communications to and from customers. I am familiar with the manner in
which Synchrony's credit card account records and account agreements are

maintained and the manner in which mailings are sent to Synchrony cardholders.

4. In this position I have personal knowledge of the business records of Synchrony and I am a qualified person authorized to declare and certify on behalf of Synchrony.

5. Synchrony's records show that on December 21, 2003, a Banana Republic account was applied for in the name of Lea Reich. That same day, Synchrony approved Lea Reich's application and opened a Banana Republic credit card account in her name with the last four digits -1177.

6. On or about March 10, 2008, Synchrony's records indicate that, pursuant to Lea Reich's request, her Banana Republic account was upgraded to a Banana Republic Visa account ending in 8020 (the "Account"). On or about March 10, 2008, the Banana Republic Visa card was mailed to Lea Reich at the address on the Account of 1871 55th Street, Brooklyn, NY 11204-1907. Enclosed in the mailing of the credit card was a copy of the effective credit card agreement that governed the Account ("Synchrony Account Agreement") attached hereto as Exhibit A. A change in terms for the Account was also sent to this address in June 2012 and is attached hereto as Exhibit B.

7. I have found no record of a notice from Lea Reich exercising her right to reject the "Arbitration Provision" in the Synchrony Account Agreement where such a record would have been kept had Lea Reich exercised her right to reject the arbitration provision.

8. Synchrony's records reflect that Lea Reich made her last payment on the Account on July 4, 2013. Attached hereto as Exhibit C is a true and correct copy of the monthly statement relating to Lea Reich's Account that references Lea Reich's last payment.

9. Synchrony's records reflect that Lea Reich's account was charged off on January 26, 2014.

10. According to Synchrony's records, Synchrony sold all rights, title and interest in the Account to Midland Funding LLC in November 2014, after the account was charged off.

11. I further certify that the documents attached hereto (i) were kept in the course of the regularly conducted business activity of Synchrony; and (ii) were made by Synchrony as a regular practice during its regularly conducted business activity.

Angel Nayman
Signature of Affiant

Angel Nayman
Printed Name of Affiant

SWORN TO AND SUBSCRIBED before me on this 13th day of May 2016



Notary Public in and for South Dakota

Carrie Moran
Notary's Printed Name

My commission expires: _____
My Commission Expires June 28, 2017

Exhibit A

BANANA REPUBLIC**[74989]**

CG56 (8/07) 7026-T&C-PRIV-12.99%

M-89936

BANANA REPUBLIC REWARDS PROGRAM TERMS AND CONDITIONS

If you participate in the Banana Republic Rewards Program, then you accept the following Banana Republic Rewards Program Terms and Conditions ("Terms and Conditions"):

Qualifying: Banana Republic Rewards Program applies when you use your Banana Republic Credit Card, or your Banana Republic Visa Card and you meet these requirements: your Banana Republic Credit Card account or Banana Republic Visa Card account: (1) is open, (2) is in good standing, and (3) is not more than 2 payments past due both at the time you earn points and at the time Reward Certificates are issued by Banana Republic and redeemed by you. The Banana Republic Rewards Program does not apply to cash or debit card purchases or to purchases of Banana Republic products with credit cards other than the Banana Republic Credit Card or the Banana Republic Visa Card. If you use a Gap Credit Card or Old Navy Credit Card or a Gap Visa Card or Old Navy Visa Card to purchase Banana Republic products, you will earn Rewards in the rewards programs associated with Gap or Old Navy, as appropriate.

Member Benefits: Banana Republic Rewards Program provides you with the following benefits:

1. Shop at Gap, Gapbody, Gapbaby, Gap Kids, Gap Maternity, Gap Outlet, Banana Republic, Banana Republic Outlet, Old Navy, Gap Online, Banana Republic Online, Old Navy Online or piperlime.com in the U.S., Canada or Puerto Rico ("Store Locations") and for every dollar in net purchases (net purchases are merchandise purchased minus returns and adjustments) charged to your Banana Republic Credit Card or Banana Republic Visa Card, at any Store Location, you will earn five Rewards points. You will earn one Rewards point for every dollar in net purchases made at; (1) other merchants and charged to your Banana Republic Visa Card, or (2) Store Locations outside the U.S., Puerto Rico and Canada that are charged to your Banana Republic Credit Card or Banana Republic Visa Card. Balance transfers, cash advances, finance charges and fees do not qualify for points. Rewards will be credited to your Banana Republic Rewards Program balance.

2. Each time you earn 1000 Rewards points, you will receive a \$10 Banana Republic Rewards Certificate. Multiple Reward Certificates may be issued if you earn over 1000 Rewards points; however, no more than \$120 in Reward Certificates will be issued in any billing period (a billing period is the number of days between issuance of your monthly credit card statement). Any Rewards points less than 1000 or worth more than \$120 in a billing period that remain in the Banana Republic Rewards Program balance after issuing all available Rewards Certificates for that billing period will be applied toward a Rewards Certificate in a future billing period.

3. There is no limit to the amount of Rewards points you can earn in a calendar year. For all Banana Republic Credit Card and Banana Republic Visa Card Accounts, Rewards points earned that have not been used toward the issuance of a Rewards Certificate will expire 24 months from the date earned.

4. Rewards Certificate(s) will generally be issued and mailed with your billing statement within one to two billing periods after you have accumulated the required number of Rewards points.

Rewards Redemption: In order to redeem a Rewards Certificate, you must: (1) have received a hardcopy Rewards Certificate in the mail, and (2) come to a Store Location within the valid dates shown on the Rewards Certificate to present and redeem the Rewards Certificate. Rewards Certificates may only be redeemed toward purchases charged to your Banana Republic Credit Card or Banana Republic Visa Card at Store Locations. Rewards Certificate(s) must be surrendered to the Store Location at time of redemption. You can redeem multiple Rewards Certificates up to a maximum of five (5) on a single transaction in store, but Reward Certificates cannot be combined with any promotional offer although they can be used to purchase items on sale at any Store Location. When redeeming your Rewards Certificate, the value of your purchase must be greater than, the value of the Reward Certificate(s). Rewards Certificate(s) cannot be credited to an account, redeemed for cash, or used for purchasing gift cards or online gift certificates. Restrictions may apply on returns of merchandise (see Rewards Certificate for details). Additional restrictions may also apply as stated on your Rewards Certificate.

General Terms for Using Rewards Certificate: Rewards Certificates are not transferable to anyone else and may only be used by you for your personal benefit. You cannot combine your benefits with the benefits accrued by any other Banana Republic Rewards Program participant. Rewards Certificates are not "gift certificates" and are not intended for gift-giving purposes. Rewards points and Rewards Certificates have no cash value and are purely promotional. Rewards Certificates cannot be used retroactively for prior purchases. Unless and until you complete the Program Terms by presenting the Rewards Certificates at a Store Location, you do not have any right, title, or interest in your Rewards points or the Rewards Certificates. We are not responsible for lost or stolen Rewards Certificates.

Banana Republic Luxe Level Card Holders: Banana Republic Credit Card and Banana Republic Visa Card accountholders who do all of the following: (a) spend \$800 in Store Locations (excluding merchandise returns) on their Banana Republic Credit Card or Banana Republic Visa Card (as applicable) within a calendar year, (b) make at least the minimum payment due on their Banana Republic Credit Card or Banana Republic Visa Card (as applicable) by the payment due date after reaching the \$800 qualifying amount, and (c) keep their account in good standing, will be upgraded to a Banana Republic Luxe Card or Banana Republic Luxe Visa Card (as applicable). Upgrades to Luxe level will be processed within 90 to 120 days after you qualify. Once you receive your upgraded card, you will receive additional Banana Republic Luxe cardholder benefits. You must spend at least \$800 in Store Locations (excluding merchandise returns) on your Banana Republic Luxe Card or Banana Republic Luxe Visa Card (as applicable) each calendar year in order to maintain your qualification as a Luxe cardholder.

Removal From or Modification of Banana Republic Rewards Program: We reserve the right to remove any person from the Banana Republic Rewards Program in the event of any fraud or abuse in connection with this Program. We reserve the right to

change or terminate this Banana Republic Rewards Program at any time and in any manner without notice. Some restrictions apply to employees of Gap, Inc.

NO WARRANTY: GAP, INC., GE MONEY BANK AND EACH SUCH COMPANY'S RESPECTIVE SUBSIDIARIES, DIVISIONS, AND AFFILIATE ENTITIES, ALONG WITH EACH SUCH COMPANY'S RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS MAKE NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE BANANA REPUBLIC REWARDS PROGRAM OR ANY PRODUCTS OR SERVICES RELATED TO THAT PROGRAM.

RELEASE OF LIABILITY: YOU RELEASE GAP, INC., GE MONEY BANK AND EACH SUCH COMPANY'S RESPECTIVE SUBSIDIARIES, DIVISIONS, AND AFFILIATE ENTITIES, ALONG WITH EACH SUCH COMPANY'S RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY RELATING TO YOUR MEMBERSHIP OR PARTICIPATION IN THE BANANA REPUBLIC REWARDS PROGRAM OR THESE TERMS AND CONDITIONS.

Complete Agreement: Governing Law and Arbitration: These Terms and Conditions, together with your Banana Republic Visa Card Agreement (including, without limitation the "Governing Law" and "Arbitration Provision" sections of the Banana Republic Visa Card Agreement), make up the entire agreement between us relating to the Banana Republic Rewards Program, and replace any prior understandings or agreements (whether oral or written) regarding the Banana Republic Rewards Program. The Banana Republic Rewards Program is provided by Gap, Inc. and serviced by GE Money Bank.

GE MONEY BANANA REPUBLIC VISA CARD AGREEMENT

1. GENERAL. This Agreement ("Agreement") governs your Banana Republic Visa Card account ("Account"). In this Agreement and in your billing statements ("Statements"), "we", "us", and "our" mean GE Money Bank, 4246 South Riverboat Road, Suite 200, Salt Lake City, UT 84123-2551 or our Affiliates; "you" and "your" mean all persons who we approve to use the Account; and "Card" means your Banana Republic Visa Card. By using this Account, you agree to be bound by this Agreement. The effective date ("Effective Date") of this Agreement will be the earlier of (i) the date you submit an Account application that is approved by us or (ii) the first date that you or someone authorized by you uses the Account. Please read and keep this Agreement for your records.

2. USE OF ACCOUNT.

A. You may use your Card and Account only for personal, family or household purposes, including to purchase goods or services from any Gap, Old Navy or Banana Republic retail, online, or Outlet/Factory store located in the U.S., Puerto Rico and Canada and at piperlime.com and from any merchant that accepts Visa credit cards ("Purchases"). You also may use your Card or Account to obtain cash loans at any institution that accepts the Card or Account, including any Automated Teller Machines (each a "Cash Advances"). We may, from time to time, allow you to transfer balances from other credit card accounts to this Account ("Balance Transfer"), or to access credit on the Account by writing a convenience check ("Convenience Checks"). The following transactions are treated as Cash Advances: Convenience Checks, drafts, money orders, cashier's checks, traveler's checks, electronic or wire transfers, foreign currency or other in bank transactions, tax payments, lottery tickets or other legalized gambling transactions, court costs, bail bonds, person-to-person payments, fines, and other cash-like transactions. Except as otherwise

B. Your Card and Account must be used only for lawful transactions. You may not use your Account for internet gambling transactions or to pay amounts you owe us on this Account or any amounts you owe on other accounts you have with us.

C. Subject to the terms of this Agreement, you may use your Account for Purchases, including Balance Transfers, up to any credit limit we may establish ("Credit Limit"), and you may use your Account for Cash Advances, including Convenience Checks, up to any cash advance limit we may establish ("Cash Advance Limit"). Your Cash Advance Limit may be a portion of your Credit Limit. To protect your Account from fraud, we may also limit the number or dollar amount of Purchases or Cash Advances you can make in a particular amount of time. We may also decline to honor Balance Transfer or Convenience Check transactions if (i) you have filed for bankruptcy, (ii) the Balance Transfer or Convenience Check has expired or (iii) your Account has been closed.

D. We may occasionally approve a transaction that causes your Account balance to exceed your Credit Limit without waiving any of our rights under this Agreement. If you exceed your Credit Limit, an Overlimit Fee may be imposed as set forth in Section 8, even if we authorized the charge that causes your Account to go overlimit or if you exceed your Credit Limit as a result of unpaid Finance Charges or other fees. We may decline to authorize any transaction on your Account, and we may change your Credit Limit and your Cash Advance Limit at any time.

3. PROMISE TO PAY. You promise to pay us for all credit that we extend on your Account and all other amounts owed to us under this Agreement. If your Account is a joint account, each of you: (i) is bound by this Agreement; (ii) may use the Account, up to the Credit Limit or any other credit limit we may establish; and (iii) jointly and individually promise to pay us, and may be held liable for, all amounts owed to us on the Account. Notice to one joint Account holder will be considered notice to both; and we can rely on instructions from one of you, even if we receive inconsistent instructions from the other person. We also may issue additional cards to other persons you authorize to use your Account if you ask us to do so. However, you and any joint Account holder are responsible for all charges made by any person(s) authorized to use your Account. You understand and agree that arrangements made among cardholders and other events do not alter or affect your responsibility to make payments to us.

4. PERIODIC FINANCE CHARGES. We calculate the periodic Finance Charge separately for Purchases, Balance Transfers and Cash Advances. The Annual Percentage Rate may sometimes be referred to as "APR".

A. The periodic Finance Charge for a billing period is calculated by applying the applicable daily periodic rate ("Periodic Rate") to the Account balance subject to periodic Finance Charges for each day in the billing period, and adding together all of those daily Finance Charge amounts. A minimum **FINANCE CHARGE of \$1.50** will be imposed for each billing period in which your Account is subject to a periodic Finance Charge.

B. The Periodic Rate for your Purchase Balance and Balance Transfer Balance is the purchase standard rate ("Purchase Standard Rate"), unless a higher rate applies, as described in Section 4D. The Purchase Standard Rate for a billing period is the greater of: (i) the Prime Rate plus 12.99%, times 1/365; or (ii) **.05546% (APR 20.24%)**. The prime rate for a billing period is the highest bank prime loan rate as published in

The Wall Street Journal in its Money Rates section on any business day of the three calendar months preceding the first day of the billing period ("Prime Rate"). See the document containing your Card for the updated Purchase Standard Rate.

C. The Periodic Rate for your Cash Advance Balance is the cash standard rate ("Cash Standard Rate"), unless the Delinquency Rate (or another rate as set forth in Section 4.D, below) applies as described below. The Cash Standard Rate for a billing period is the greater of: (i) the Prime Rate plus 14.99%, times 1/365; or (ii) **.06094% (APR 22.24%)**. See the document containing your Card for the updated Cash Standard Rate.

D. The Periodic Rate and corresponding APR for all Account balances (including promotional rates) may be increased if you fail to make a Minimum Payment to us when due, you make a payment to us that is not honored by your bank or you exceed your Credit Limit. The delinquency rate ("Delinquency Rate") will be the greater of (i) the Prime Rate plus 18.99%, times 1/365 or (ii) **.07190% (APR 26.24%)**. See the document containing your Card for the updated Delinquency Rate. If we increase your Periodic Rate, the new Periodic Rate will be equal to the Delinquency Rate, or at our discretion a lower rate. Our decision may be based on factors such as the timing or seriousness of any default, your payment and purchase history on this Account, your credit history with other creditors and other indications of Account performance. The increased Periodic Rate will apply to your existing balances and future transactions and will take effect as of the first day of the billing period in which your missed or returned payment was due or in which you exceeded your Credit Limit. Once the Delinquency Rate applies, if you make any required Total Minimum Payment by the Payment Due Date in twelve consecutive billing periods and do not exceed your Credit Limit or Cash Advance Limit during such 12 month period, the next statement you receive will reflect the Standard Rate (rather than the Delinquency Rate) that will apply to all existing balances on your Account and all new transactions beginning with the first day of the billing period reflected on that Statement. We may also change rates or other terms as provided in the Termination/Change in Terms section of this Agreement.

E. The Periodic Rate and corresponding APRs may vary. If the Prime Rate increases, the Periodic Rates and corresponding APRs may increase, and as a result the periodic Finance Charge, Total Minimum Payment, and number of payments also may increase. Any change in the Periodic Rates will apply to your entire Account balance (unless otherwise specified in any disclosures we may provide to you). A change in the Prime Rate will take effect on the first day of the billing period after the change. We may select a new interest rate index if the Prime Rate is not available.

5. BALANCE SUBJECT TO PERIODIC FINANCE CHARGE. The balance subject to a periodic Finance Charge is calculated separately for Purchases (excluding Balance Transfers), Balance Transfers and Cash Advances.

A. The Purchase Balance subject to a periodic Finance Charge is the Purchase Daily Balance of the Account. However, Purchases are not included in the Purchase Balance subject to a periodic Finance Charge for a billing period if there is no previous balance on your Account at the beginning of the billing period, including any promotional and Special Promotion balances ("Previous Balance"), or the sum of your payments and credits posted to your Account by the Payment Due Date is at least equal to the Previous Balance.

B. To determine the Purchase Balance subject to a periodic Finance Charge, we take the prior day's Purchase Balance of your Account, which includes any unpaid periodic Finance Charge on your Purchase Balance and add any new Purchases and other deb-

its charged to your Account that day, and subtract any payments and other credits applied to your Purchase Balance that day. Each day we also add any periodic Finance Charges on your Purchase Balance and other Finance Charges and fees (other than Transaction Fees for Balance Transfers and Cash Advances), including any debt cancellation fees, assessed that day on your Account. This gives us the "Purchase Daily Balance" of the Account. Any Purchase Daily Balance of less than zero will be treated as zero.

C. The Balance Transfer Balance subject to a periodic Finance Charge is the Balance Transfer Daily Balance of the Account. To determine the Balance Transfer Balance subject to a periodic Finance Charge, we take the prior day's Balance Transfer Balance of your Account, which includes any unpaid periodic Finance Charges on your Balance Transfer Balance, and add any new Balance Transfers, Transaction Fees for Balance Transfers and periodic Finance Charges on your Balance Transfer Balance for that day and subtract any payments and other credits applied to your Balance Transfer Balance that day. This gives us the "Balance Transfer Daily Balance" of the Account. Any Balance Transfer Daily Balance of less than zero will be treated as zero.

D. The Cash Advance Balance subject to a periodic Finance Charge is the Cash Advance Daily Balance of the Account. To determine the Cash Advance Balance subject to a periodic Finance Charge, we take the prior day's Cash Advance Balance of your Account, which includes any unpaid periodic Finance Charges on your Cash Advance Balance, and add any new Cash Advances, Transaction Fees for Cash Advances and periodic Finance Charges on your Cash Advance Balance for that day and subtract any payments and other credits applied to your Cash Advance Balance that day. This gives us the "Cash Advance Daily Balance" of the Account. Any Cash Advance Daily Balance of less than zero will be treated as zero.

6. WHEN PERIODIC FINANCE CHARGES BEGIN TO ACCRUE.

A. Purchases (excluding Balance Transfers). If there is no Previous Balance for the billing period or the sum of your payments and credits posted to your Account by the Payment Due Date is at least equal to the Previous Balance, new Purchases and other related charges in that billing period will begin to accrue a periodic Finance Charge as of the first day of the next billing period if a periodic Finance Charge is imposed in the next billing period. If there is a Previous Balance for the billing period, including any balance of Purchases made under any Special Payment Plan, and the sum of your payments and credits posted to your Account by the Payment Due Date is not at least equal to that Previous Balance, new Purchases and other related charges will begin to accrue a periodic Finance Charge from the later of the date of the transaction or the first day of the billing period in which the transaction is posted to your Account.

B. Balance Transfers and Cash Advances. Balance Transfers, Transaction Fees for Balance Transfers, Cash Advances, Transaction Fees for Cash Advances and other related charges will accrue a periodic Finance Charge from the later of the transaction date or the first day of the billing period in which the Balance Transfer or Cash Advance is posted to your Account. There is no period within which you can avoid Finance Charges on Balance Transfers or Cash Advances.

7. PAYMENTS.

A. You must pay at least the Total Minimum Payment by 5:00 p.m. (ET) on the Payment Due Date shown on the Statement. You may pay more than the Total Minimum Payment at any time. Your Total Minimum Payment will be the sum of: (a) the greater of (i) \$15.00, or (ii) 2.5% of the new balance ("New Balance") shown on your statement, or

(iii) the sum of the Finance Charges, any late fee, any overlimit fees imposed during the current billing period, and 1.0% of your New Balance; plus (b) any past due amounts. The Total Minimum Payment will be rounded up to the next whole dollar. However, the Total Minimum Payment is the New Balance if the New Balance is less than \$15.00. In any event, your Total Minimum Payment will not exceed your New Balance. Your Payment Due Date may vary from month to month and the length of time you have to pay may be longer or shorter from month to month. Please check the Payment Due Date on your Statement carefully each month to ensure timely payment.

B. All written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount; or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at the address for billing inquiries shown on your Statement, not the Payment Address.

C. All payments, except Disputed Payments, must be mailed or delivered to us at the address shown on your Statement (the "Payment Address"). We may also offer services in which you may pay your bill by telephone ("Pay by Phone") or through the Internet. We may charge fees for these services. Our customer service representatives are instructed to tell you about any fees for Pay by Phone services and any fee for making an online payment will be disclosed to you online. Any payments received after 5:00 p.m. (ET) on any business day, or on any day other than a business day, will be credited on the next business day. Credit to your Account may be delayed up to five days if payment: (a) is not received at the Payment Address; (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S.; (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope provided or (f) includes staples, paper clips, tape, a folded check, or correspondence of any type. You understand, that payments may not be made, and may not be deemed received by us, at any location other than the Payment Address or via our Pay by Phone or online payment services, if provided. Although we credit your payments in the manner described above, we may delay restoring credit available on your Account in the amount of your payment. All credits for payments to your Account are subject to final payment by the institution on which the item was drawn.

D. We reserve the right to select the method by which payments and credits are allocated to your Account in our sole discretion. The payment allocation method that we use may result in higher Finance Charges on your Account or reduced savings attributable to any reduced APR promotion, depending on the types of transactions and promotions on your Account, and the timing and amount of your payments. For example, from time to time we may offer reduced APR promotions ("World Wide Promotions") that apply anywhere you use your Account. Because we allocate payments to lower APR balances first, if you have a balance that has a higher APR than any World Wide Promotion balance you may have, you will not receive the full benefit of the reduced APR of the World Wide Promotion. If you have any questions about the allocation of your payment, please call the customer service phone number located on your billing statement.

E. You authorize us to obtain payment electronically for any check or other instrument that you send to us by initiating an ACH (electronic) debit to the account from which your check or instrument is drawn. Your check or instrument will not be returned to you by us or your bank.

8. ADDITIONAL FEES. You agree to pay the following fees.

A. A Late Payment Fee, if we have not received your Total Minimum Payment by the Payment Due Date shown on your Statement. The amount of the Late Payment Fee will be based on your New Balance at the time your delinquent Total Minimum Payment was calculated. The Late Payment Fee will be \$10 for a New Balance of under \$29.99; \$25 for a new Balance of \$30 to \$99.99; \$29 for a New Balance of \$100 to \$249.99; and \$35 for a New Balance of \$250 or more.

B. An Overlimit Fee of \$29.00 for each billing period in which your New Balance as shown on your Statement exceeds your Credit Limit. We may assess an Overlimit Fee even if we authorize the transactions on your Account that caused you to exceed your Credit Limit, or if you exceed your Credit Limit as a result of unpaid Finance Charges or other fees.

C. A Returned Check Fee of \$29.00 if any check or other instrument sent to us, or any electronic payment authorization you provide us for payment on your Account, is not honored upon first presentment even if the check, instrument, or electronic payment authorization is later honored.

D. A Transaction Fee for each Cash Advance (including any Convenience Check) that posts to your Account will be charged. This fee will be a **FINANCE CHARGE** equal to the greater of **\$10.00** or **3%** of the amount of the Cash Advance. For Automated Teller Machine ("ATM") Cash Advances, the amount of the Cash Advance may include a surcharge that the ATM owner imposes.

E. A Transaction Fee for each Balance Transfer that posts to your Account will be charged. This fee will be a **FINANCE CHARGE** equal to the greater of **\$5.00** or **3%** of the amount of the Balance Transfer.

F. A Returned Convenience Check Fee of \$29, on your Account in the event any Convenience Check on your Account is not honored by us because (i) the portion of your Credit Limit available for Convenience Checks is insufficient to cover the amount of the Convenience Check, (ii) you have filed a petition in bankruptcy, (iii) the Convenience Check has expired, or (iv) your Account has been closed.

G. A Stop Payment Fee of \$29 if we stop payment on any Convenience Check at your request. You may request that we stop payment on a Convenience Check (only before it is negotiated) by calling us at the telephone number on your billing statement. If you call and order a stop payment, we must receive written confirmation of the stop payment order from you within fourteen (14) days of the call or the stop payment order will expire. The written stop payment order must include the Convenience Check number, payee, amount and date of the Convenience Check on which payment is to be stopped. A written stop payment order will expire six (6) months after we receive it unless the stop payment order is renewed in writing.

9. FOREIGN TRANSACTION FEE. If you make a transaction with your Card in a currency other than U.S. dollars, Visa U.S.A. Inc. ("Visa") will convert the transaction amount into U.S. dollars using its currency conversion procedure. Under the currency conversion procedure that Visa currently uses, the non-U.S. dollar transaction amount is converted into a U.S. dollar amount by multiplying the transaction amount in the non-U.S. dollar currency by a currency conversion rate. Currently, Visa operating regulations provide that the currency conversion rate is either (1) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central pro-

processing date, which rate may vary from the rate Visa itself receives, or (2) the government-mandated rate in effect for the applicable central processing date. The currency conversion rate that is in effect on the central processing date may differ from the rate in effect on the transaction date or the posting date, and may be higher than the rate you could have gotten if you had converted U.S. dollars into the foreign currency. We charge a fee for each transaction that you make in a country other than the United States, whether or not the transaction was in a foreign currency. This fee will be a **FINANCE CHARGE** equal to **3%** of the dollar amount of the foreign transaction.

10. SPECIAL PROMOTIONS. From time to time, you may be offered special introductory or promotional terms which modify the terms of this Agreement with respect to specific transactions on your Account ("Special Promotions"). The provisions of this Agreement apply to any Special Promotions, unless otherwise provided in this Agreement or under the terms of the Special Promotion. We may, without prior notice, terminate your participation in any Special Promotion if you do not make any Total Minimum Payment when due, you exceed your Credit Limit or Cash Advance Limit, or you make a payment to us that is not honored by your bank. In the event of termination of your participation in any Special Promotion, (i) each remaining balance in any Special Promotion will not be treated as a Special Promotion and will be subject to the standard terms and conditions of the Account and, (ii) if your Special Promotion provided for accrued finance charges, finance charges accrued under the Special Promotion from the date of purchase may be added to your balance.

11. TERMINATION/CHANGE IN TERMS. You may terminate your Account at any time by providing us written notice. We may, at any time and for any reason, change, add or delete provisions of this Agreement, including increasing rates or fees, or terminate your Account. We may also terminate your right to make future purchases or change your Credit Limit or any Cash Advance Limit at any time. Any of these changes may affect existing balances as well as future transactions. We will send you notice of any terms change as required by applicable law. Upon any termination of your Account, you remain obligated to repay the balance of your Account and this Agreement will continue to apply until you do so.

12. DEFAULT. Subject to the limitations of applicable law, we may declare you in default if you: (i) fail to make at least the Total Minimum Payment when due; (ii) violate any other term of this Agreement; or (iii) become the subject of a bankruptcy or insolvency proceeding. After your default or your death, and subject to the limitations of applicable law, we may: (i) reduce your Credit Limit or Cash Advance Limit on your Account; (ii) terminate your Account; (iii) require immediate payment of your entire Account balance; (iv) terminate any Special Promotion and convert any balance on such Plan to the standard terms and conditions of the Account; (v) bring an action to collect all amounts owed; and/or (vi) take any action allowed by law. If, after your default, we refer your Account for collection to an attorney who is not our salaried employee, you will pay, to the extent permitted by applicable law, our collection costs, including court costs and reasonable attorneys' fees.

13. LIABILITY FOR UNAUTHORIZED USE. The Card is issued to you by us at your request and you agree to destroy it upon demand. You will have zero liability in the event of unauthorized use of your Account as long as you keep your Account in good standing, you have exercised reasonable care in safeguarding your Card(s), checks,

Account number, and other Account access devices, and you have not reported two or more unauthorized events in the past twelve (12) months. You may be liable for up to \$50.00 for the unauthorized use of the Card if the appropriate conditions noted above have not been met. You agree to promptly notify us if your Card is lost or stolen, or if there is possible unauthorized use of your Card by calling us toll free at: 1-866-450-2330 if you have a Banana Republic Visa Card or 1-866-450-2335 if you have a Banana Republic Luxe Visa Card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use. If you orally give us notice concerning loss or theft, we may request you to confirm it in writing. You agree that unauthorized use does not include use by a person to whom you have given authority to use the Account or Card and that you will be liable for all use by such a person. To terminate that authority, you must notify us at: 866-450-2330 if you have a Banana Republic Visa Card or 1-866-450-2335 if you have a Banana Republic Luxe Visa Card.

14. CREDIT REPORTS AND ACCOUNT INFORMATION. You give us permission to request information and to make whatever inquiries we consider necessary and appropriate (including obtaining information from third parties and requesting consumer reports from consumer reporting agencies) for the purpose of considering your application for this Account and subsequently, in connection with any updates, renewals or extensions of credit or reviewing or collecting your Account or for providing you with new special offers. You also authorize us to report information concerning you or your Account, including information about your performance under this Agreement, to consumer reporting agencies and others who may properly receive such information. **If you believe that we have reported inaccurate information about you to a consumer reporting agency, please contact us at P.O. Box 981400, El Paso, TX 79998-1400 In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a consumer reporting agency if you fail to fulfill the terms of this Agreement.**

15. USE OF INFORMATION ABOUT YOU AND YOUR ACCOUNT/CONSENT TO COMMUNICATIONS. You authorize and direct us to furnish information about you and your Account to Banana Republic (and its affiliates, including Gap and Old Navy, LLC) for use in connection with the Card program, including to create and update their customer records, to assist them in better serving you, and to provide you with special promotions. In addition, you agree to the use of information about you and your Account as described in the Privacy Policy. The Privacy Policy is a part of this Agreement and is enclosed or attached hereto. You consent for us to contact you using all media, and for all purposes (including collection purposes), using all contact information you provide to us. You agree that we may use automated equipment to dial your telephone number or to deliver messages to you. You may limit this consent based on the options we may provide to you by calling customer service. Any charges for contacting you which may be billed to you by your communications carrier are your responsibility.

16. TELEPHONE MONITORING. To ensure that you receive accurate and courteous customer service, your telephone calls with us may be monitored by our employees or agents and you agree to any such monitoring.

17. WAIVER. We may, in our sole discretion, choose not to exercise any right under this Agreement, including the right to impose the full amount of any charge, without waiving that right. Any waiver of a right by us must be in writing and signed by us. Except as we may agree in a signed writing, we will not waive any rights if we (a) accept a late or partial payment, (b) accept a check or other payment marked "payment in full" or tendered with other conditions or limitations, (c) extend the due date of any payment due under this Agreement, and/or (d) release any collateral or person responsible for your obligations under this Agreement.

18. CHANGE OF ADDRESS/PHONE NUMBER. You will notify us promptly if you change your address and or your phone number(s). We may send Statements and other notices to your address in our records until we have a reasonable opportunity to update our records with any new address for you.

19. ARBITRATION PROVISION. Please read this arbitration provision carefully. **IT PROVIDES THAT ANY PAST, PRESENT OR FUTURE LEGAL DISPUTE OR CLAIM OF ANY KIND, INCLUDING STATUTORY AND COMMON LAW CLAIMS AND CLAIMS FOR EQUITABLE RELIEF, THAT RELATES IN ANY WAY TO YOUR ACCOUNT, CARD OR YOUR RELATIONSHIP WITH US ("CLAIM") WILL BE RESOLVED BY BINDING ARBITRATION IF EITHER YOU, WE OR BANANA REPUBLIC ELECTS TO ARBITRATE.**

Right to Reject Arbitration: You may reject this arbitration provision, in which event neither you nor We will have the right to require arbitration. Rejection will not affect any other aspect of these terms. To reject the arbitration provision, you must send us a notice within 60 days after you open your account.

The notice must include your name, address, and account number and be mailed to P.O. Box 981429, El Paso, TX 79998-1429. This is the only method you can use to reject the arbitration provision.

As used in this provision: "We," "Us," and "Our" mean (1) GE Money Bank and all of its respective parents, subsidiaries, affiliates, predecessors, successors, assigns, employees, officers and directors (collectively, the "Bank"), and (2) Banana Republic and all of its respective parents, subsidiaries, affiliates, predecessors, successors, assigns, employees, officers and directors (collectively "Banana Republic"), if Banana Republic is named as a co-party with the Bank in a Claim asserted by you. This arbitration provision covers all Claims, except that we will not elect to arbitrate an individual Claim brought by you in small claims court or its equivalent, unless that Claim is transferred, removed, or appealed to a different court. This provision replaces any existing arbitration provision between you and Us.

The following describes the arbitration procedure, and its implications:

- **Notice:** If you or We elect to arbitrate, the other party must be notified. Your notice must be sent to GE Money-Americas, Legal Operation, 777 Long Ridge Road, Stamford, CT 06927. Notice can be given after a lawsuit has been filed, in which case it can be made in papers in the lawsuit.
- **Administrator:** The person who starts the arbitration proceeding must choose an administrator, which can be either the National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, www.arb-forum.com, (800) 474-2371; or the American Arbitration Association, 335 Madison Avenue, New York, NY 10017, www.adr.org, (800) 778-7879. The actual arbitrator will be selected under the administrator's rules, and must be a lawyer with at least ten years of experience.
- **Applicable Law:** These terms involve interstate commerce and this arbitration provision is governed by the Federal Arbitration Act, 9 U.S.C. Section 1 *et seq.* (the

"FAA"). Utah law shall apply to the extent state law is relevant under Section 2 of the FAA in determining the validity of this provision. The arbitrator has to follow: (1) the substantive law, consistent with the FAA, that would apply if the matter had been brought in court, (2) this arbitration provision, and (3) the administrator's rules. The arbitrator is authorized to award remedies that would apply if the individual action were in a court (including, without limitation, punitive damages, which shall be governed by the constitutional standards employed by the U.S. Supreme Court).

- **Location/Fees:** The arbitration will take place in a location reasonably convenient to you. If you ask Us, We will pay all filing, administrative, hearing and/or other fees the administrator or arbitrator charges up to \$2,500. If the cost is higher, you can ask Us to pay more and We will consider your request in good faith. Under all circumstances We will pay all amounts We are required to pay under applicable law.
- **Judgment/Appeals:** A court may enter judgment upon the arbitrator's award. The arbitrator's decision will be final and binding except for: (1) any appeal right under the FAA; and (2) any party may appeal decisions relating to Claims of more than \$100,000 to a three-arbitrator panel appointed by the administrator, which will reconsider all over again any aspect of the appealed award. If you appeal, We will consider in good faith a request that We pay any additional fees of the administrator or arbitrator.

IMPORTANT LIMITATIONS AND RESTRICTIONS: IF A CLAIM GOES TO ARBITRATION, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO: (1) HAVE A COURT OR A JURY DECIDE THE CLAIM; (2) ENGAGE IN DISCOVERY (I.E., THE RIGHT TO OBTAIN INFORMATION FROM THE OTHER PARTY) TO THE SAME EXTENT THAT YOU OR WE COULD IN COURT; (3) PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR A CLASS MEMBER; (4) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; OR (5) JOIN OR CONSOLIDATE YOUR CLAIM(S) WITH CLAIMS OF ANY OTHER PERSON. THE RIGHT TO APPEAL IS MORE LIMITED IN ARBITRATION THAN IN COURT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. ONLY A COURT MAY DETERMINE THE VALIDITY AND EFFECT OF PARTS 3, 4 AND 5 OF THIS PARAGRAPH. IF A COURT SHOULD HOLD SUCH PART(S) TO BE INVALID, THEN THE ENTIRE PROVISION SHALL BE NULL AND VOID. HOWEVER, THIS WILL NOT LIMIT THE RIGHT TO APPEAL SUCH HOLDING. IF A COURT SHOULD HOLD ANY OTHER PART(S) OF THIS ARBITRATION PROVISION TO BE INVALID, THE REMAINING PARTS SHALL BE ENFORCEABLE.

This arbitration provision will survive the termination of your Account and the Card and will remain in force no matter what happens to you or your Account. If the administrator's rules conflict with the rules described in this provision, this provision will apply.

20. GOVERNING LAW. Except as provided in the arbitration provision, this Agreement and your Account and any claim, dispute or controversy arising from or relating to this Agreement or your Account, whether based on contract, tort, fraud and other intentional torts, statute, common law and/or equity, are governed by and construed in accordance with federal law, and to the extent that state law applies, the laws of the State of Utah (without regard to internal principles of conflicts of law). The legality, enforceability and interpretation of this Agreement and the amounts contracted for, charged and received under this Agreement will be governed by such laws. This Agreement is entered into between you and us in Utah. We make decisions about granting credit to you from, extend credit to you under this agreement from, and accept your payments in Utah.

21. ASSIGNMENT. We may sell, assign or transfer any of our rights or obligations under this Agreement or your Account, including our rights to payments, without prior notice to you. You may not sell, assign or transfer any of your rights or obligations under this Agreement or your Account.

22 SEVERABILITY. If any provision of this Agreement is determined to be void or unenforceable under applicable law, all other provisions of this Agreement shall still be valid and enforceable.

23. ENTIRE AGREEMENT. This Agreement, together with any application you signed or otherwise submitted in connection with the Account (which is hereby incorporated by reference in this Agreement), constitutes the entire Agreement between you and us relating to your Account and supersedes any other prior or contemporaneous agreement between you and us relating to your Account. This Agreement may not be amended except in accordance with the provisions of this Agreement.

STATE NOTICES

NEW JERSEY RESIDENTS: Because certain provisions of this Agreement are subject to applicable laws, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

WISCONSIN RESIDENTS: No provision of a marital property agreement, a unilateral statement under sec. 766.59, Wis. Stats., or a court decree under sec 766.70, Wis. Stats., adversely affects the interest of the creditor unless the creditor, prior to the time credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred.

Residents of Wisconsin applying for an individual account must give us the name and address of their spouse, regardless of whether the spouse may use the card. Please provide this information to us at P.O. Box 981064, El Paso, TX 79998-1064.

PUERTO RICO RESIDENTS: You may request a copy of this Agreement in Spanish. Your signature on the application or sales slip for the initial purchase approved on this Account represents your signature on this Agreement and is incorporated here by reference.



Margaret Keane
Executive Vice President
GE Money Bank

Notice: The following is important information regarding your right to dispute billing errors.

YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address shown on your Statement under

billing inquiries. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and Account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error.

If you need more information, describe the item you are not sure about.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your Credit Limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

(a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and

(b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

IMPORTANT NOTICE

BANANA REPUBLIC VISA CARD PROGRAM

GE MONEY BANK

PRIVACY POLICY

This Privacy Policy describes our information collection and sharing practices. Please read it carefully. The Policy applies only to current and former customers and applicants in their relationships with us relating to consumer Banana Republic Visa Accounts of GE Money Bank ("we" or "us").

Information We Collect — We collect personally identifiable information about you (such as your address, phone number, social security number, mother's maiden name and transaction information about items purchased, payments and payment method), for identification, account management, servicing and marketing purposes. We obtain information about you directly from you (such as on application forms), through your use of our products and services, and in some cases, from third parties (such as credit bureaus and demographic firms). Occasionally, we may also collect information about you online using "cookies" (small pieces of data stored by your Internet browser on your computer) or other technology that may be used to remember passwords for you, to track your website usage with us, and to provide you with customized content, among other things.

Information We Share with Others — We may use and share all of the information we collect, subject to applicable law, with the following (these examples are not intended to be all-inclusive):

- **Banana Republic and its Affiliates, including Old Navy, LLC and Gap, Inc.,** for use in connection with the consumer Banana Republic Visa program and as otherwise permitted by law. They may use this information to update their records, to provide you with notices of special promotions and other tailored offerings, to answer questions about your Account and perform other Banana Republic Visa program functions or for other purposes permitted by law. They may use their affiliates, licensees, or third-party service providers (such as modeling and database companies) to assist them in any of these activities.
- **Service Providers,** (including our affiliates) to assist us in servicing Accounts, like preparing billing statements and promotional materials, and responding to customer inquiries. We also may use marketing firms, such as modeling companies, to assist us in our own marketing efforts. We also provide information to merchants who accept the Card, for purposes such as authorizing and processing transactions.
- **Financial Institutions with Whom We Jointly Offer Financial Products** related to your Account. If your billing address is in Vermont, this information will be limited to your name and contact information, and transaction and experience information on your Account.
- **Our Affiliates, who are Other Companies in the General Electric Company Corporate Family ("GE Family").** In addition to using our affiliates to perform services in connection with your Account, we may provide information, such as identification, transaction and experience information, to financial services affiliates, such as those offering insurance and investment products, and we may provide information to non-financial services affiliates, such as those offering consumer products.

- **Others:** We report Account information, such as credit limit, balances and payment information, to credit bureaus. In addition, we may buy and sell assets, lines of business and/or Accounts. When this occurs, customer information generally is disclosed to bidders and is one of the transferred business assets. We also disclose information about you to third parties in certain other circumstances, as permitted by law.

Our Security Procedures — We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard nonpublic personal information about you. We limit access to personal and Account information to those employees and agents who assist us in providing products and services to you. We also require third parties to whom we disclose nonpublic personal information to adhere to this Privacy Policy and to establish information security procedures.

Your Access to Information — We provide you access to information about your Account by sending you monthly billing statements outlining your transactions, finance charges, and other Account information, and by providing customer service representatives to answer your questions.

How This Policy Applies to You — The examples contained in this Privacy Policy are illustrations only, and are not intended to be all-inclusive. If you decide to close your Account or become an inactive customer, or if we close or suspend your Account, we will continue to adhere to the privacy policies and practices described in this notice to the extent we retain information about you. We may amend this Privacy Policy at any time, and we will inform you of changes as required by law. You may have other privacy protections under state laws and we will comply with applicable state laws when we disclose information about you. This Privacy Policy applies only to consumer Banana Republic Visa Accounts of GE Money Bank and does not apply to any other accounts you may have with us, and replaces our previous disclosures to you about our information practices.

BANANA REPUBLIC
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Exhibit B

THE GAP, INC.
CIT 4006A
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M-105646

GE CAPITAL RETAIL BANK

SECTION I: RATES AND FEES TABLE GAP INC. VISA ACCOUNT AGREEMENT

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases and Balance Transfers	See the Interest Charge Calculation section of the enclosed billing statement for your APR applicable to Purchases. This APR will also apply to balance transfers. If a (v) is shown next to your APR, this APR will vary with the market based on the prime rate.
APR for Cash Advances	See the Interest Charge Calculation section of the enclosed billing statement for your APR applicable to Cash Advances. If a (v) is shown next to your APR, this APR will vary with the market based on the prime rate.
Paying Interest	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
Minimum Interest Charge	If you are charged interest, there is a minimum interest charge. The amount of the minimum interest charge is not changing at this time and is the same amount provided in your existing terms.
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at http://www.federalreserve.gov/creditcard .

Fees	
Transaction Fees	
• Balance Transfer	Either \$5 or 3% of the amount of each transfer, whichever is greater.
• Cash Advance	Either \$10 or 4% of the amount of each cash advance, whichever is greater.
• Foreign Transaction	3% of each transaction
Penalty Fees	
• Late Payment	Up to \$35

How We Will Calculate Your Balance: We use a method called "daily balance". See your credit card account agreement on the next page for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your credit card account agreement on the next page.

SECTION II: RATES, FEES AND PAYMENT INFORMATION

GAP INC. VISA ACCOUNT AGREEMENT

How Interest is Calculated	
Your Interest Rate	<p>We use a daily rate to calculate the interest on the balance on your account each day. Interest will be imposed in amounts or at rates not in excess of those permitted by applicable law. The daily rate for purchases is the purchase APR times 1/365. The daily rate for balance transfers is the balance transfer APR times 1/365. The daily rate for cash advances is the cash advance APR times 1/365.</p> <p>The daily rates and APRs for purchases, balance transfers and cash advances are not changing from your existing terms. If any of your APRs are a variable rate, the formula used to calculate such APR(s) and the corresponding daily rate(s) is not changing from your existing terms. See the enclosed billing statement for your current APRs.</p> <p>If your APRs are variable:</p> <p>Daily Rates May Vary. The APRs and the daily rates on your account vary with the market based on the prime rate. The prime rate for a billing cycle is the highest bank prime loan rate published in <i>The Wall Street Journal</i> in its Money Rates section on the last business day of the calendar month preceding the first day of the billing cycle.</p> <p>If the prime rate increases, the daily rates and APRs will increase. As a result, interest, your total minimum payment and the number of payments it would take you to pay off your account balance may increase. We apply any change in rates because of a prime rate change to your entire account balance. A change in the prime rate will take effect on the first day of the first billing cycle after the change. We may select a new interest rate index if the prime rate is not available.</p>
When We Charge Interest	<p>Purchases. We charge interest on your purchases from the date you make the purchase until you pay the purchase in full. See exceptions below.</p> <ul style="list-style-type: none"> We will not charge you interest during a billing cycle on any purchases if: <ol style="list-style-type: none"> You had no balance at the start of the billing cycle; OR You had a balance at the start of the billing cycle and you paid that balance in full by the due date in that billing cycle. We will credit, as of the start of the billing cycle, any payment you make by the due date that we allocate to purchases if: <ol style="list-style-type: none"> You had no balance at the start of the previous billing cycle; OR You had a balance at the start of the previous billing cycle and you paid that balance in full by the due date in the previous billing cycle. <p>Balance Transfers and Cash Advances. We charge interest on your balance transfers and cash advances, and their related fees, from the date you make the transaction until you pay them in full. You cannot avoid paying interest on balance transfers or cash advances or their related fees.</p>
How We Calculate Interest	<p>We figure the interest charge on your account separately for each balance type. We do this by applying the daily rate to the daily balance for each day in the billing cycle. A separate daily balance is calculated for the following balance types, as applicable: purchases, balance transfers, cash advances and balances subject to different interest rates, plans or special promotions. See below for how this works.</p> <ol style="list-style-type: none"> How to get the daily balance. We take the starting balance each day, add any new charges and fees, and subtract any payments or credits. This gives us the daily balance. We apply fees to balance types as follows: <ol style="list-style-type: none"> late payment fees are treated as new purchases; debt cancellation fees are added proportionately to each balance; balance transfer fees are added to the balance transfer balance; cash advance fees and stop payment fees are added to the cash advance balance; and foreign transaction fees are added to the purchase balance. How to get the daily interest amount. We multiply each daily balance by the daily rate that applies. How to get the starting balance for the next day. We add the daily interest amount in step 2 to the daily balance from step 1. How to get the interest charge for the billing cycle. We add all the daily interest amounts that were charged during the billing cycle. <p>We charge a minimum interest charge in any billing cycle in which you owe interest. This charge is added proportionately to each balance type.</p>
How Fees Work	
Balance Transfer Fee	We will charge this fee for each balance transfer you make.
Cash Advance Fee	We will charge this fee for each cash advance you make. For ATM cash advances this fee is in addition to any fee the ATM owner may charge you for use of the ATM.

Foreign Transaction Fee	<p>We will charge this fee for purchases or cash advances you make in currencies other than U.S. dollars and/or in a country other than the U.S., whether or not the transaction was in a foreign currency.</p> <p>If you make a transaction with your account in a currency other than U.S. dollars, Visa U.S.A. Inc. ("Visa") will convert the transaction amount into U.S. dollars using its currency conversion procedure. Under the currency conversion procedure that Visa currently uses, the non-U.S. dollar transaction amount is converted into a U.S. dollar amount by multiplying the transaction amount in the non-U.S. dollar currency by a currency conversion rate. Currently, Visa operating regulations provide that the currency conversion rate is either (1) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (2) the government-mandated rate in effect for the applicable central processing date. The currency conversion rate that is in effect on the central processing date may differ from the rate in effect on the transaction date or the posting date, and may be higher than the rate you could have gotten if you had converted U.S. dollars into the foreign currency.</p>
Late Payment Fee	<p>We will charge this fee if we do not receive the total minimum payment due on your account by 5 p.m. (ET) on the due date. This fee is equal to:</p> <ol style="list-style-type: none"> 1. \$25, if you have paid your total minimum payment due by the due date in each of the prior six billing cycles. OR 2. \$35, if you have failed to pay your total minimum payment due by the due date in any one or more of the prior six billing cycles. <p>The late payment fee will not be more than the total minimum payment that was due.</p>

Minimum Payment Calculation

Your total minimum payment is calculated as follows.

The greater of:

1. \$25 (which includes any past due amounts)
OR
2. The sum of:
 - a. Any past due amounts; PLUS
 - b. 1% of your new balance shown on your billing statement; PLUS
 - c. Any late payment fees charged in the current billing cycle; PLUS
 - d. All interest charged in the current billing cycle; PLUS
 - e. Any payment due in connection with a special promotional purchase with a unique payment calculation.

We round up to the next highest whole dollar in figuring your total minimum payment. Your total minimum payment will never be more than your new balance.

SECTION III: STANDARD PROVISIONS GAP, INC. VISA ACCOUNT AGREEMENT

ABOUT THE CREDIT CARD ACCOUNT AGREEMENT

This Agreement. This is an Agreement between you and GE Capital Retail Bank, 170 Election Road, Suite 125, Draper, UT 84020, for your credit card account shown above. The entire Agreement includes the four sections of this document, the application you submitted in connection with the account, and any financial terms of your account not otherwise revised by the enclosed Important Changes to Your Account Terms notice. These documents replace any other agreement relating to your account that you or we made earlier or at the same time.

Parties To This Agreement. This Agreement applies to each accountholder approved on the account and each of you is responsible for paying the full amount due, no matter which one uses the account. We may treat each of you as one accountholder and may refer to each of you as "you" or "your". GE Capital Retail Bank may be referred to as "we", "us" or "our".

Changes To This Agreement. We may change, add or delete terms of this Agreement, including interest rates, fees and charges.

Special Promotions. The terms of this Agreement apply to any special promotion. However, any special promotional terms that are different than the terms in this Agreement will be explained on promotional advertising or other disclosures provided to you.

HOW TO USE YOUR ACCOUNT/CARD

Use Of Your Account. You may use your account only for lawful personal, family or household purposes. You may use your account for purchases from Gap, Old Navy or Banana Republic retail, online or Outlet/Factory stores located in the U.S., Puerto Rico and Canada, and at piperlime.com and athleta.com and from any merchant that accepts Visa credit cards. You may get cash advances as further explained below. From time to time, we may offer you the chance to transfer balances from your other credit card accounts to this account. Details of the terms applicable to balance transfer will be provided with the offer. You may not use your account to pay amounts you owe us on this account or any other account you have with us.

Cash Advances. We may offer you the opportunity to get a cash advance with convenience checks that we send you. We may not honor a convenience check for any reason stated on the check. You can also get cash or make a withdrawal from any institution or ATM that accepts the card or the account. In addition, we will treat any purchase of certain cash like items as cash advances. Cash like items include for example, money orders, cashier's checks, traveler's checks, electronic or wire transfers, foreign currency or other in bank transactions, tax payments, lottery tickets or other legalized gambling transactions, court costs, bail bonds and fines.

Your Promise To Pay. You promise to pay us for all amounts owed to us under this Agreement.

Your Responsibility. Each accountholder will receive a card. You may not allow anyone else to use your account. If you do, or if you ask us to send a card to someone else, you will be responsible for paying for all charges resulting from their transactions.

Transaction Limits. To prevent fraud, we may limit the number or dollar amount of any type of transactions you can make in any particular amount of time. We also may decline any particular charge on your account for any reason.

Credit Limit. You will be assigned a credit limit and a cash advance limit on your account that we may increase or decrease from time to time. If we approve a transaction that makes you go over your credit limit or your cash advance limit, we do not give up any rights under this Agreement and we do not treat it as an increase in either limit.

HOW AND WHEN TO MAKE PAYMENTS

When Payments Are Due. You must pay at least the total minimum payment due on your account by 5 p.m. (ET) on the due date of each billing cycle. Payments received after 5 p.m. (ET) will be credited as of the next day. You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment. If you have a balance subject to interest, earlier payment may reduce the amount of interest you will pay. We may delay making credit available on your account in the amount of your payment even though we will credit your payment when we receive it.

Payment Options. You can pay by mail or online. We may allow you to make payments over the phone but we will charge you a fee to make expedited phone payments. Your payment must be made in U.S. dollars by physical or electronic check, money order or a similar instrument from a bank located in the United States.

How To Make A Payment. You must follow the instructions for making payments provided on your billing statement. If you do not, credit of your payment may be delayed up to five days. Your billing statement also explains how information on your check is used.

Payment Allocation. We will apply the required total minimum payment to balances on your account using any method we choose. Any payment you make in excess of the required total minimum payment will be applied to higher APR balances before lower APR balances. Applicable law may require or permit us to apply excess payments in a different manner in certain situations, such as when your account has a certain type of special promotion.

INFORMATION ABOUT YOU

Using And Sharing Your Information. We will share information about you with The Gap, Inc. The Gap, Inc. will use the information in connection with the credit program and for things like creating and updating its records and offering you special benefits. More information about how we use and share information is set forth in the privacy policy for your account.

Address/Phone Change. You agree to tell us right away if you change your address or phone number(s). We will contact you at the address or phone number in our records until we update our records with your new address or phone number.

Consent To Communications. You consent to us contacting you using all channels of communication and for all purposes. We will use any contact information you provide. You also consent to us and any other owner or servicer of your account contacting you using any communication channel. This may include text messages, automatic telephone dialing systems and/or an artificial or prerecorded voice. This consent applies even if you are charged for the call under your phone plan. You are responsible for any charges that may be billed to you by your communications carriers when we contact you.

Telephone Monitoring. For quality control, you allow us to listen to and/or record telephone calls between you and us.

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Closing Your Account. You may close your account at any time by sending a letter to the address shown on your billing statement or calling customer service. We may close your account at any time, for any reason. If your account is closed, you must stop using it. You must still pay the full amount you owe and this Agreement will remain in effect until you do.

Collection Costs. If we ask an attorney who is not our salaried employee to collect your account, we may charge you our collection costs. These include court costs and reasonable attorneys' fees.

Credit Bureau Reporting. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be shown in your credit report. Tell us if you think we reported wrong information about you to a credit bureau. Write to us at P.O. Box 965005, Orlando, FL 32896-5005. Tell us what information is wrong and why you think it is wrong. If you have a copy of the credit report that includes the wrong information, send us a copy.

Default. You are in default if you make a late payment, do not follow any other term of this Agreement or become bankrupt or insolvent. If you default or upon your death, we may (a) request payment of the full amount due right away, (b) take legal action to collect the amounts owed, and/or (c) take any other action allowed.

Disputed Amounts. The billing rights summary in section IV of this Agreement describes what to do if you think there is a mistake on your bill. If you send us correspondence about a disputed amount or payment, you must send it to the address for billing inquiries. We do not give up any rights under this Agreement if we accept a payment marked "payment in full" or given with any other conditions or limitations.

Unauthorized Use. If your card is lost, stolen or used without your consent, call us immediately at: 1-866-450-4467 for Gap Visa Card Accounts; 1-866-450-2330 for Banana Republic Visa Card Accounts; and 1-866-450-5294 for Old Navy Visa Card Accounts. You will not be liable for unauthorized use on your account, but you will be responsible for all use by anyone you give your card to or allow to use your account.

IMPORTANT INFORMATION ABOUT THIS AGREEMENT

Assignment. We may sell, assign or transfer any or all of our rights or duties under this Agreement or your account, including our rights to payments. We do not have to give you prior notice of such action. You may not sell, assign or transfer any of your rights or duties under this Agreement or your account.

Enforceability. If any part of this Agreement is found to be void or unenforceable, all other parts of this Agreement will still apply.

Governing Law. Except as provided in the Resolving a Dispute with Arbitration section, this Agreement and your account are governed by federal law and, to the extent state law applies, the laws of Utah without regard to its conflicts of law principles. This Agreement has been accepted by us in Utah.

Waiver. We may give up some of our rights under this Agreement. If we give up any of our rights in one situation, we do not give up the same right in another situation.

RESOLVING A DISPUTE WITH ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. IF YOU DO NOT REJECT IT, THIS SECTION WILL APPLY TO YOUR ACCOUNT, AND MOST DISPUTES BETWEEN YOU AND US WILL BE SUBJECT TO INDIVIDUAL ARBITRATION. THIS MEANS THAT: (1) NEITHER A COURT NOR A JURY WILL RESOLVE ANY SUCH DISPUTE; (2) YOU WILL NOT BE ABLE TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING; (3) LESS INFORMATION WILL BE AVAILABLE; AND (4) APPEAL RIGHTS WILL BE LIMITED.

- **What claims are subject to arbitration**

1. If either you or we make a demand for arbitration, you and we must arbitrate any dispute or claim between you or any other user of your account, and us, our affiliates, agents and/or The Gap, Inc. if it relates to your account, except as noted below.
2. We will not require you to arbitrate: (1) any individual case in small claims court or your state's equivalent court, so long as it remains an individual case in that court; or (2) a case we file to collect money you owe us. However, if you respond to the collection lawsuit by claiming any wrongdoing, we may require you to arbitrate.
3. Notwithstanding any other language in this section, only a court, not an arbitrator, will decide disputes about the validity, enforceability, coverage or scope of this section or any part thereof (including, without limitation, the next paragraph of this section and/or this sentence). However, any dispute or argument that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court, to decide.

- **No Class Actions**

YOU AGREE NOT TO PARTICIPATE IN A CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION AGAINST US IN COURT OR ARBITRATION. ALSO, YOU MAY NOT BRING CLAIMS AGAINST US ON BEHALF OF ANY ACCOUNTHOLDER WHO IS NOT AN ACCOUNTHOLDER ON YOUR ACCOUNT, AND YOU AGREE THAT ONLY ACCOUNTHOLDERS ON YOUR ACCOUNT MAY BE JOINED IN A SINGLE ARBITRATION WITH ANY CLAIM YOU HAVE.

If a court determines that this paragraph is not fully enforceable, only this sentence will remain in force and the remainder will be null and void, and the court's determination shall be subject to appeal. This paragraph does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers, including you. This means that we will not have the right to compel arbitration of any claim brought by such an agency.

- **How to start an arbitration, and the arbitration process**

1. The party who wants to arbitrate must notify the other party in writing. This notice can be given after the beginning of a lawsuit or in papers filed in the lawsuit. Otherwise, your notice must be sent to GE Capital Retail Bank, Legal Operation, P.O. Box 29110, Shawnee Mission, KS 66201, ATTN: ARBITRATION DEMAND. The party seeking arbitration must select an arbitration administrator, which can be either the American Arbitration Association (AAA), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org, (800) 778-7879, or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com, (800) 352-5267. If neither administrator is able or willing to handle the dispute, then the court will appoint an arbitrator.
2. If a party files a lawsuit in court asserting claim(s) that are subject to arbitration and the other party files a motion with the court to compel arbitration, which is granted, it will be the responsibility of the party asserting the claim(s) to commence the arbitration proceeding.
3. The arbitration administrator will appoint the arbitrator and will tell the parties what to do next. The arbitrator must be a lawyer with at least ten years of legal experience. Once appointed, the arbitrator must apply the same law and legal principles, consistent with the FAA, that would apply in court, but may use different procedural rules. If the administrator's rules conflict with this Agreement, this Agreement will control.
4. The arbitration will take place by phone or at a reasonably convenient location. If you ask us to, we will pay all the fees the administrator or arbitrator charges, as long as we believe you are acting in good faith. We will always pay arbitration costs, as well as your legal fees and costs, to the extent you prevail on claims you assert against us in an arbitration proceeding which you have commenced.

- **Governing Law for Arbitration**

This Arbitration section of your Agreement is governed by the Federal Arbitration Act (FAA). Utah law shall apply to the extent state law is relevant under the FAA. The arbitrator's decision will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award.

- **How to reject this section.**

You may reject this Arbitration section of your Agreement. If you do that, only a court may be used to resolve any dispute or claim. To reject this section, you must send us a notice within 60 days after you open your account or we first provided you with your right to reject this section. The notice must include your name, address and account number, and must be mailed to GE Capital Retail Bank, P.O. Box 965012, Orlando, FL 32896-5012. This is the only way you can reject this section.

STATE NOTICES

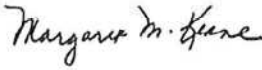
NEW JERSEY RESIDENTS: Certain provisions of this Agreement are subject to applicable law. As a result, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

WISCONSIN RESIDENTS: No provision of a marital property agreement, a unilateral statement under sec. 766.59, Wis. Stats., or a court decree under sec. 766.70, Wis. Stats., adversely affects the interest of the creditor unless the creditor, prior to the time credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. **Married residents of Wisconsin applying for an individual account must give us the name and address of their spouse if the spouse also is a Wisconsin resident, regardless of whether the spouse may use the card. Please provide this information to us at P.O. Box 965004, Orlando, FL 32896-5004.**

PUERTO RICO RESIDENTS: You may request a copy of this Agreement in Spanish.

Your signature on the application or sales slip (or online screen) for the initial purchase approved on this account represents your signature on this Agreement. It is incorporated herein by reference.

We have signed this Agreement as follows:



Margaret Keane
Executive Vice President
GE Capital Retail Bank

YOUR BILLING RIGHTS SUMMARY

Your Billing Rights: Keep this Document for Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

GE Capital Retail Bank
P.O. Box 965003
Orlando, FL 32896-5003

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

GE Capital Retail Bank
P.O. Box 965003
Orlando, FL 32896-5003

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

REWARDS PROGRAM TERMS AND CONDITIONS

Definitions:

- All holders of Gap Credit Card Accounts or Gap Visa Card Accounts (each a "Gap Account") are eligible to participate in the Gap Rewards Program.
- All holders of Banana Republic Credit Card Accounts or Banana Republic Visa Card Accounts (each a "Banana Republic Account") are eligible to participate in the Banana Republic Rewards Program.
- All holders of Old Navy Credit Card Accounts or Old Navy Visa Card Accounts (each an "Old Navy Account") are eligible to participate in the Old Navy Rewards Program.
- "Account" means a Gap Account, Banana Republic Account or Old Navy Account.
- "Visa Account" means a Gap Visa Card Account, Banana Republic Visa Card Account or Old Navy Visa Card Account.
- The Gap Rewards Program, Banana Republic Rewards Program and Old Navy Rewards Program are collectively referred to herein as the "Rewards Program".

If you participate in the Rewards Program for your Account, you accept the following Rewards Program Terms and Conditions ("Terms and Conditions"):

Qualifying: The Rewards Program applies when you make a purchase using your Account and you meet these requirements: Your Account is: 1) open, 2) in good standing, and 3) not more than two (2) payments past due both at the time you earn Reward Points ("Points") and at the time Reward Cards are issued by a Rewards Program and redeemed by you. The Rewards Program does not apply to cash or debit card purchases or to the purchase of Gap, Banana Republic or Old Navy products with credit cards other than one of the Accounts. In addition, Points are only earned on the Account used to make the purchase and are not based on the store in which the purchase is made. For example, if you use a Gap Account to purchase Old Navy products, you will earn Points on your Gap Account (and not on an Old Navy Account). If you have more than one Account, you cannot transfer or combine Points between Accounts.

Member Benefits: The Rewards Program provides you with the following benefits:

1. Shop in stores or online at Gap, GapBody, babyGap, GapKids, Gap Maternity, Gap Outlet, Banana Republic, Banana Republic Factory Store, or Old Navy, in the U.S., Canada or Puerto Rico, or online at Piperlime (piperlime.com) and Athleta (athleta.com) or directly with Athleta via phone or mail (each, a "Store Location"). For every dollar in net purchases (net purchases are merchandise purchased minus returns and adjustments) charged to your Account at any Store Location, you will earn five Points. You will earn one Point for every dollar in net purchases made at: (1) other merchants and charged to your Visa Account, or (2) Store Locations outside the U.S., Puerto Rico and Canada that are charged to your Account. Balance transfers, cash advances, finance charges and fees do not qualify for Points. Points will be credited to your Account's Rewards Program balance.
2. For every 1,000 Points you earn on your Gap or Banana Republic Account, you will receive a Reward Certificate value of \$10 for that Account. Gap and Banana Republic Reward Cards will be issued in increments of \$10, with a minimum value of \$10 and a maximum value of \$50. For every 500 Points you earn on your Old Navy Account, you will receive a Reward Card value of \$5 for that Account. Old Navy Reward Cards will be issued in increments of \$5, with a minimum value of \$5 and a maximum value of \$50. Reward Cards will be issued by the same brand as the Account. Multiple Reward Cards may be issued for an Account; however, no more than \$250 in Reward Cards will be issued in any billing cycle. Any Points in a billing cycle that are either less than the amount required for the lowest denomination of Reward Card on the Account or worth more than \$250 in Reward Cards will be applied toward a Reward Card in a future billing cycle. For example: If you earn 2,500 Points on your Gap Account, you will receive a \$20 Gap Reward Card and 500 Points will carry forward in your Rewards balance for your next billing cycle; if you earn 5,000 Points on your Banana Republic Account, you will receive a \$50 Banana Republic Reward Card; and if you earn 1,500 Points on your Old Navy Account, you will receive a \$15 Old Navy Reward Card.
3. There is no limit to the amount of Points you can earn in a calendar year for an Account. Reward points earned but not used towards the issuance of a Reward Card will expire 24 months after your last purchase if your Account has been inactive (i.e., there has been no purchase activity on your Account) for 24 months. Reward Cards will expire as of the expiration date set forth on the Card.
4. Reward Card(s) will generally be issued on your Account on the billing statement for the period during which you accumulated the required number of Points for a Reward Card, or in some instances up to two (2) billing cycles thereafter.

Rewards Redemption: You can redeem a Reward Card at a Store Location within the valid dates shown on the Reward Card by either (i) presenting and surrendering the Reward Card in store or (ii) providing the Reward Card code online, via phone or mail. Reward Cards may only be redeemed at Store Locations towards purchases charged to your Account. You can redeem up to three (3) Reward Cards on a single item purchase. Reward Cards can be combined with any one promotional offer, and they can be used to purchase items on sale at any Store Location. When redeeming your Reward Card, the value of your purchase must be greater than the value of the Reward Card(s). Reward Cards cannot be credited to an account, redeemed for cash or cash equivalent, applied to past purchases, or used for purchasing gift cards. If you return merchandise purchased with Reward Card(s), the dollar value of the Reward Card(s) allocated to item(s) returned will be converted to Reward Points and credited to your Account within the next two (2) billing cycles. If you did not use your Account, or if your Account is closed, the dollar value of the Reward Card(s) allocated to the item(s) returned shall not be refunded or credited. Returns are subject to Store Location Return/Exchange policies. Additional restrictions may also apply as stated on your Reward Card. Employees of The Gap, Inc. cannot combine Rewards Cards with their employee merchandise discount.

General Terms for Using Reward Cards: Reward Cards are not transferable to anyone else and may only be used by you for your personal benefit. You cannot combine your benefits with the benefits accrued by any other Rewards Program participant. Reward Cards are not "gift certificates" and are not intended for gift-giving purposes. Points and Reward Cards have no cash value and are purely promotional. Reward Cards cannot be used retroactively for prior purchases. Unless and until you complete the Program Terms and Conditions by presenting the Reward Cards at a Store Location, you do not have any right, title, or interest in your Points or the Reward Cards. We are not responsible for lost or stolen Reward Cards.

Gap Silver and Banana Republic Luxe Accounts: Gap and Banana Republic Account holders who do all of the following: (a) spend \$800 in Store Locations (excluding merchandise returns) on their Account within a calendar year, (b) make at least the minimum payment due on their Account by the payment due date after reaching the \$800 qualifying amount, and (c) keep their Account in good standing, will be upgraded respectively to a Gap Silver Account or Banana Republic Luxe Account. Upgrades will be processed within 90 to 120 days after you qualify. Once you receive your upgraded card, you will receive additional Gap Silver or Banana Republic Luxe cardholder benefits. You must spend at least \$800 in Store Locations (excluding merchandise returns) on your Gap Silver Account or Banana Republic Luxe Account each calendar year in order to maintain your respective qualification as a Silver or Luxe cardholder.

Removal From or Modification/Termination of Rewards Program: We reserve the right to remove any person from the Rewards Program in the event of any fraud or abuse in connection with this Program. We reserve the right to change or terminate the Rewards Program at any time and in any manner without notice.

NO WARRANTY: THE GAP, INC., GE CAPITAL RETAIL BANK AND EACH SUCH COMPANY'S RESPECTIVE SUBSIDIARIES, DIVISIONS, AND AFFILIATE ENTITIES, ALONG WITH EACH SUCH COMPANY'S RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS MAKE NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE REWARDS PROGRAM OR ANY PRODUCTS OR SERVICES RELATED TO SUCH PROGRAM.

RELEASE OF LIABILITY: YOU RELEASE THE GAP, INC., GE CAPITAL RETAIL BANK AND EACH SUCH COMPANY'S RESPECTIVE SUBSIDIARIES, DIVISIONS, AND AFFILIATE ENTITIES, ALONG WITH EACH SUCH COMPANY'S RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY RELATING TO YOUR MEMBERSHIP OR PARTICIPATION IN THE REWARDS PROGRAM OR THESE TERMS AND CONDITIONS.

Complete Agreement: These Terms and Conditions, together with your Agreement (including, without limitation the "Governing Law" and "Dispute and Claim Resolution (including Arbitration) Provision" sections of the Agreement), make up the entire agreement between us relating to the Rewards Program, and replace any prior understandings or agreements (whether oral or written) regarding the Rewards Program. The Rewards Program is provided by The Gap, Inc. and serviced by GE Capital Retail Bank.

Exhibit C

BANANA REPUBLIC

TURN SHOPPING INTO \$10 REWARD CARDS*

When shopping, buying groceries, dining out, or traveling, reach for your Banana Republic Visa® Card.

Every purchase gets you closer to earning a \$10 Reward Card, redeemable at all of our brands.



*Please see your Reward Program Terms and Conditions for details.

See how fast your Rewards add up



BANANA REPUBLIC LUXE VISA® CARD

LEA REICH

Account Number 4479 9310 2039 8020

Visit us at eservice.bananarepublic.com

Customer Service: 1-866-450-2335

Summary of Account Activity

Previous Balance	\$7,125.60
- Payments	\$254.00
+ Fees Charged	\$35.00
+ Interest Charged	\$142.63

New Balance \$7,049.23

Credit Limit	\$7,100.00
Available Credit	\$50.00
Cash Limit	\$1,184.00
Available Cash	\$50.00
Statement Closing Date	07/28/2013
Days in Billing Cycle	31

New York residents may contact the New York state banking department to obtain a comparative listing of credit card rates, fees, and grace periods. New York State Banking Department 1-800-518-8866.

Payment Information

New Balance	\$7,049.23
Amount Past Due	\$245.00
Total Minimum Payment Due	\$494.00
Payment Due Date	08/20/2013

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$35.00.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay ...	You will pay off the balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the Minimum payment	21 years	\$19,022.00

If you would like information about **credit counseling services**, call 1-877-302-8775.

Rewards Summary

Beginning Points Balance	922
Points Earned in Our Stores*	0
Total Points	922
POINTS TO NEXT REWARD	78
Rewards Earned This Year	\$30.00

Account News

Thank you for shopping with us. Each purchase leads to Rewards. Enjoy a \$10 Reward Card for every 1,000 points earned. You're 78 points away from your next Reward Card. Happy shopping!

As one of our first cardholders, you're Luxe for Life. Enjoy the great benefits. They make for even happier shopping.

Transaction Summary

Tran Date	Post Date	Reference Number	Description of Transaction or Credit	Amount
*Purchases in Our Stores (Gap, Old Navy, Banana Republic, Piperlime and Athleta)				
(Continued on next page)				

PAYMENT DUE BY 5 P.M. (ET) ON THE DUE DATE.

NOTICE: We may convert your payment into an electronic debit. See reverse for details, Billing Rights and other important information.

6544 BVH 1 7 25 130728 D PAGE 1 of 3 3179 1000 E403 01FI6544

Detach and mail this portion with your check. Do not include any correspondence with your check.

BANANA REPUBLIC

Account Number: 4479 9310 2039 8020

Total Minimum Payment Due	Past Due Amount	Payment Due Date	New Balance
\$494.00	\$245.00	08/20/2013	\$7,049.23

Payment Enclosed:
Please use blue or black ink.
OR pay on-line at
eservice.bananarepublic.com

\$

We currently do not accept payments in our stores.

New address or email? Print changes on back.

LEA REICH
1871 55TH ST
BROOKLYN NY 11204-1907

Make Payment To: BANANA REPUBLIC /GECRB
PO BOX 960017
ORLANDO, FL 32896-0017

Go Paperless. Get Rewarded.
Earn 500 bonus Reward points*

Get your credit card statements online.
 It's fast, easy and good for the environment too.

Sign up for paperless statements today at:
ebill.bananarepublic.com



*See your Rewards Terms and Conditions online at bananarepublic.com/bananacard for details.

Transaction Summary (continued)				
Tran Date	Post Date	Reference Number	Description of Transaction or Credit	Amount
Other Transactions (gas, groceries, etc.)				
07/04	07/04	74479945S00XS6H17	PHONE PYMT-THANK YOU ALPHARETTA GA	(\$254.00)
			FEES	
07/20	07/20		LATE FEE	\$35.00
			TOTAL FEES FOR THIS PERIOD	\$35.00
			INTEREST CHARGED	
07/28	07/28		INTEREST CHARGE ON PURCHASES	\$142.63
07/28	07/28		INTEREST CHARGE ON CASH ADVANCES	\$0.00
			TOTAL INTEREST FOR THIS PERIOD	\$142.63
2013 Totals Year-To-Date				
Total Fees Charged in 2013			\$210.00	
Total Interest Charged in 2013			\$979.03	
Total Interest Paid in 2013			\$185.73	

Interest Charge Calculation

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject To Interest Rate	Interest Charge
Purchases	N/A	23.99% (v)	\$6,999.85	\$142.63
Cash Advances	N/A	25.99% (v)	\$0.00	\$0.00
(v) = variable rate				

Cardholder News and Information

Your account reflects an amount past due. If you are having difficulty making this payment, we have several temporary repayment options available to help make things easier for you. Call 1-888-248-3182 today to find out if you are eligible for one of our payment options.

Cardholder Benefits and Information

It's easier than ever to redeem your Rewards! Log into eService on your smartphone or your computer to access all your available Rewards and redeem them at your convenience! Never forget your Rewards again! **Visit eService.bananarepublic.com today!**

Visit us on [Pinterest.com/BananaRepublic](https://www.pinterest.com/BananaRepublic) to see our most-loved styles.

Like us at [Facebook.com/bananarepublic](https://www.facebook.com/bananarepublic) and follow us on Twitter and Pinterest for exclusive access to special offers, the latest style news and more.

